


Presented to the Court by the foreman of the
Grand Jury in open Court, in the presence
of the Grand Jury and FILED in the U.S.
DISTRICT COURT at Seattle, Washington
September 16, 2020

WILLIAM M. McCOOL, Clerk
By  Deputy

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,
Plaintiff,

v.

EPHRAIM ROSENBERG,
JOSEPH NILSEN,
HADIS NUHANOVIC,
KRISTEN LECCESE,
ROHIT KADIMISETTY, and
NISHAD KUNJU,
Defendants.

NO. **CR20-151 RAJ**
INDICTMENT

The Grand Jury charges that:

INTRODUCTION

1. Amazon.com, Inc. is a Seattle-based company that operates the Amazon Marketplace, one of world's largest online marketplaces. The Amazon Marketplace is an electronic commerce (or "e-commerce") digital platform, on which consumers can purchase goods, multimedia, and services, from online merchants. The merchants who make sales on the Amazon Marketplace include Amazon itself and "third-party" or "3P" sellers, the latter of which are non-Amazon individuals and entities.

2. Since at least 2017, the Defendants, and others known and unknown to the Grand Jury, have conspired to pay, and have paid, over \$100,000 in commercial bribes to complicit Amazon employees and contractors (collectively referred to herein as “Amazon insiders”). In exchange for bribes, and the promise of such bribes, the Amazon insiders baselessly and fraudulently conferred tens of millions of dollars of competitive benefits upon hundreds of 3P seller accounts that the Defendants purported to represent in their capacity as prominent “consultants” to 3P sellers. Through this scheme, the Defendants intended to cause harm to Amazon, and to 3P sellers and consumers on the Amazon Marketplace, including by depriving Amazon of the exclusive use and confidentiality of its internal business information, interfering with Amazon’s ability to ensure the safety and authenticity of goods sold on the Amazon Marketplace, and impairing consumers’ access to accurate, reliable information about merchants and products on the Amazon Marketplace.

3. The Defendants are members of an interdependent community of 3P sellers, consultants to 3P sellers, and Amazon insiders who have accessed and coopted, without authorization and for private financial gain, the computer systems, processes, and information that regulate day-to-day operations of the Amazon Marketplace. Through the use of bribes, and the promise of bribes, the Defendants, and Amazon insiders, engaged in the following conduct, among other conduct:

a. **Stealing Amazon confidential business information:** Defendants, and other 3P sellers and consultants, bribed Amazon insiders to send them terabytes of confidential information that the insiders misappropriated from Amazon’s protected networks, including a trove of internal standard operating procedures (SOPs) and Wikis. The stolen files included, among other things, the formulae for the algorithms that power the Amazon Marketplace search engine, Amazon’s product-review rankings, and the coveted “buy boxes” that list default sellers on particular product listings; the criteria that Amazon considers when determining whether to suspend or reinstate accounts or product listings; Amazon’s internal notes (or “annotations”) about hundreds of 3P accounts; and

1 thousands of consumers' and employees' identities and contact information. The
2 Defendants, and other 3P sellers and consultants, derived substantial commercial benefits
3 from the misappropriated information, including by sharing and selling it within their
4 professional networks.

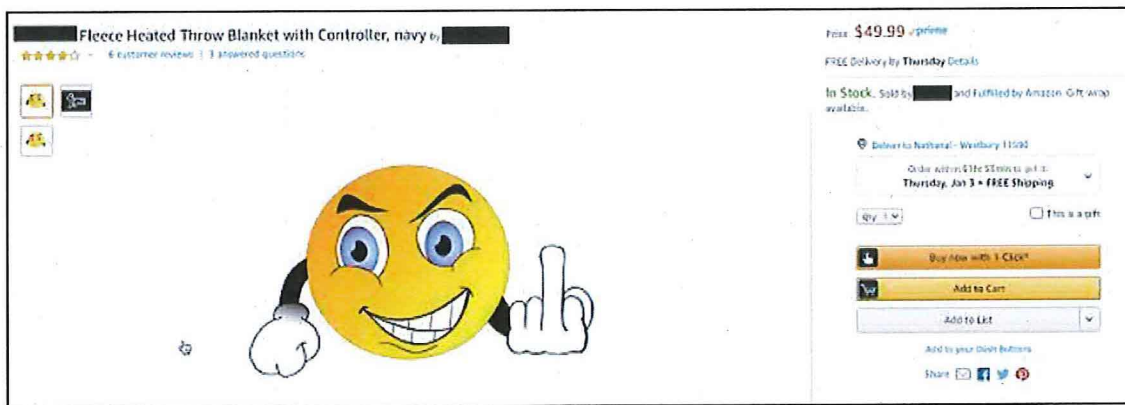
5 **b. Reinstating suspended 3P accounts and products:** Defendants,
6 and other 3P sellers and consultants, bribed Amazon insiders to reinstate merchant
7 accounts and product listings that Amazon had suspended in response to customer-safety
8 concerns, counterfeiting complaints from intellectual-property holders, the merchants'
9 manipulation of product reviews, and other violations of Amazon's policies and codes of
10 conduct. Since their baseless and fraudulent reinstatement, the previously suspended
11 merchant and product listings have generated over \$100 million dollars in total revenue
12 from sales on the Amazon Marketplace.

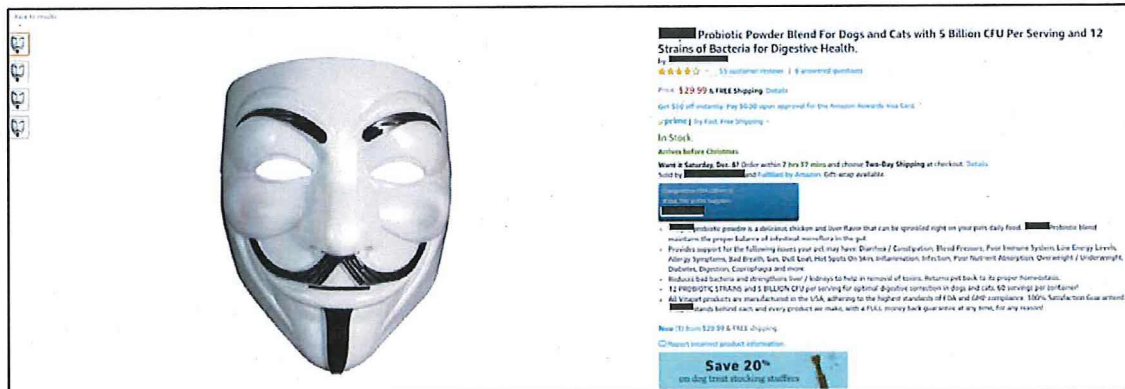
13 **c. Circumventing Amazon restrictions on 3P accounts:** Defendants,
14 and other 3P sellers and consultants, bribed Amazon insiders to circumvent and/or waive
15 Amazon-imposed limitations and fees relating to the amount of inventory, including
16 hazmat inventory, oversized inventory, and long-term inventory, that 3P sellers may store
17 at Amazon's warehouses and fulfillment centers. The Amazon insiders also helped 3P
18 sellers and consultants defraud Amazon into approving the 3P sellers' requests to sell
19 restricted products, such as dietary supplements, also referred to as "ungating," on the
20 basis of fraudulent and forged supplier invoices.

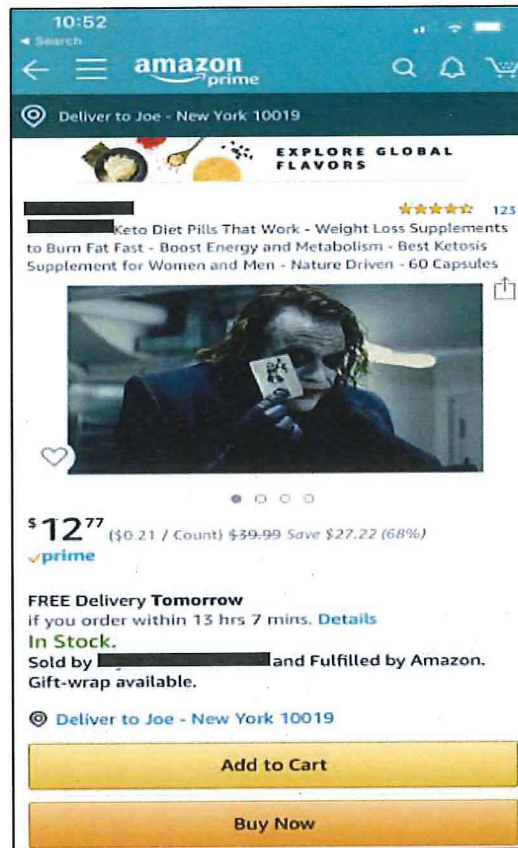
21 **d. Facilitating attacks against 3P sellers and product listings:**
22 Defendants, and other 3P sellers and consultants, bribed Amazon insiders to attack other
23 3P sellers and those sellers' product listings, in order to gain an unfair competitive
24 advantage over those victims and to settle other scores. To facilitate these attacks,
25 Amazon insiders shared competitive intelligence about the victim sellers' businesses,
26 products, and advertising strategies, with 3P sellers and their consultants; used their
27 inside access to Amazon's network to suspend the victim sellers' accounts and product
28

1 listings; and helped consultants flood the victims' product listings with content and
 2 fraudulent customer reviews designed to hurt sales.

3 These attacks included self-styled "takedowns" against victim 3P
 4 sellers, through which the Defendants, and other 3P sellers and consultants, adulterated
 5 victims' product listings with replacement, and in some cases lewd and offensive, content
 6 and images, designed to drive away consumers and intimidate the victims. Examples of
 7 such adulterated product listings are set forth below:







The intended and actual impact of such adulteration attacks was to effectively incapacitate the 3P accounts.

A. THE AMAZON MARKETPLACE

4. The Amazon Marketplace consists of geographically defined online marketplaces, including a United States-based marketplace and a United Kingdom-based marketplace. Online consumers can browse millions of product listings on the Amazon Marketplace, place items in virtual shopping carts, complete purchases using credit cards and/or other forms of digital payment, arrange for products to be delivered to addresses that they designate, and return products to Amazon in exchange for a refund. Amazon provides consumers with a centralized search engine, categorized hyperlinks, online directories, and other digital tools, in order to navigate the Amazon Marketplace. Using a standardized format and organization, every product listing sets forth the relevant

1 product's attributes, appearance, price, customer reviews, and an Amazon Standard
2 Identification Number ("ASIN"), an alphanumeric identifier assigned to each product.

3 5. Merchants on the Amazon Marketplace consist of Amazon, as well as 3P
4 sellers. 3P sellers pay Amazon fees in connection with making sales on the Amazon
5 Marketplace. To facilitate 3P sellers' operations, Amazon offers 3P sellers a range of
6 additional fee-based services, including the "Fulfillment by Amazon" (or "FBA") service,
7 through which Amazon stores inventory for 3P sellers, arranges for that inventory to be
8 shipped to purchasers, and handles customer-service inquiries and returns. Amazon also
9 assigns employees at its offices around the world to one or more "Seller Support" teams,
10 which assist 3P sellers.

11 6. When registering an account with Amazon, 3P sellers provide Amazon
12 with identifying information, which may include an email address, a form of
13 identification that can be used to verify identity, a credit card, and a financial account to
14 which Amazon can transmit sales proceeds. Products sold by 3P sellers may consist of
15 (a) products that they acquire elsewhere and resell, in potential competition with other 3P
16 sellers who engage in the sale of the same products; and (b) products that they sell under
17 a registered "brand," in connection with a variety of brand-protection programs and
18 services that Amazon may offer.

19 7. Amazon restricts the sale of certain categories of products, by requiring 3P
20 sellers to obtain Amazon's approval before selling these items. Examples of restricted
21 products include copyrighted multimedia, dietary supplements, over-the-counter
22 medicines, and medical products. 3P sellers that seek to sell products in restricted
23 product categories typically provide Amazon with invoices showing that they purchased
24 these items from a bona fide supplier, in order to establish that the products they intend to
25 sell are authentic, and that they are not engaging in retail arbitrage.

26 8. Amazon requires 3P sellers to agree to selling policies and codes of conduct
27 as a condition to make sales on the Amazon Marketplace. Amazon's selling policies and
28 codes of conduct prohibit 3P sellers from providing inaccurate information to consumers,

1 manipulating product reviews, otherwise contacting consumers independently of
2 Amazon, and attacking other 3P sellers and those sellers' product listings. In practice, a
3 wide range of 3P seller conduct may violate these policies and codes of conduct,
4 including: (a) the sale of unsafe products; (b) the sale of used or refurbished products that
5 are marketed as "new"; (c) the sale of counterfeit products; (d) 3P sellers' infringement of
6 intellectual-property rights in product listings, product packaging, and products; and (e)
7 3P sellers' manipulation of product reviews, including by posing falsely as product
8 purchasers, and offering gifts to consumers in exchange for their agreement favorably to
9 post or revise product reviews.

10 9. Amazon also maintains, including on computers and servers located in the
11 Western District of Washington, a wide array of information about 3P sellers and their
12 products, including price and sales history, product-review history, the rate at which
13 customers return 3P sellers' products and the reasons that consumers provide for such
14 returns, 3P sellers' timeliness in delivering products to customers and refreshing their
15 inventory of products that Amazon stores at its warehouses, and identifying information
16 regarding customers. 3P sellers have access to some information about their own 3P
17 accounts and products, including product-specific data regarding their revenues over
18 time. Amazon does not, however, provide 3P sellers with access to non-public merchant-
19 specific and/or product-specific information about other 3P sellers; nor does it provide 3P
20 sellers with the contact information for customers who review their products.

21 10. Amazon uses algorithms to control the operation of various aspects of the
22 Amazon Marketplace, including, in particular, the Amazon Marketplace's central search
23 engine, the prominence of merchants and product reviews in product listings, limits on 3P
24 sellers' ability to store different types of inventory in Amazon's warehouses, and the
25 potential suspension of 3P accounts or their product listings. For instance, Amazon's
26 central search engine may rank product listings in response to customer queries, in part
27 by reference to "keywords" that 3P sellers use to designate their product listings. The
28 "buy box" on a product listing may provide consumers with a default seller who has a

1 long history of positive customer reviews and timely product deliveries. In addition, the
2 most prominent product review shown on a product listing may be one that is recent,
3 lengthy, and voted “helpful” by other consumers. Amazon takes reasonable measures to
4 maintain the confidentiality of information about the algorithms and other systems that
5 control the Amazon Marketplace, including by restricting access to this information and
6 by marking it confidential, and such information derives independent economic value
7 from its secrecy.

8 11. Amazon uses “suspensions” to regulate 3P sellers and products on the
9 Amazon Marketplace. Various teams within Amazon, and the employees and contractors
10 that compose those teams, have the authority to suspend 3P sellers and products for
11 reasons that can include product safety, intellectual-property violations, the sale of
12 restricted products without first obtaining Amazon’s preapproval through the use of a
13 legitimate supplier invoice, improper contact with consumers, and review manipulation.
14 Suspensions may be temporary, *e.g.*, in order to provide Amazon time to inspect a
15 product that consumers have identified as unsafe. Suspensions may also be conditional
16 upon the relevant 3P seller supplying a “plan of action” to Amazon that adequately
17 explains the cause of the conduct that gave rise to the suspension and satisfactory
18 remedial measures. In certain cases, suspensions may be permanent. Amazon provides
19 3P sellers the option to appeal from (or “escalate”) adverse suspension decisions.

20 12. Amazon’s computer network includes tools that enables authorized
21 employees and contractors to suspend 3P sellers and products, receive and review “plans
22 of action” from suspended 3P sellers, and to revive (or “reinstate”) suspended 3P sellers
23 and product listings. Amazon requires employees and contractors with access privileges
24 to these tools only to use those privileges in furtherance of their job responsibilities, and
25 prohibits them from using those access privileges in furtherance of any private,
26 pecuniary, objective. Amazon further requires employees and contractors not to provide
27 outsiders with access to the tools that they use in connection with the regulation of 3P
28 sellers and products on the Amazon Marketplace. Amazon also provides SOPs, Wikis,

1 and other written guidance, to its employees and contractors in connection with their
2 regulation of the Amazon Marketplace. Amazon takes reasonable measures to maintain
3 the confidentiality of these SOPs, Wikis, and other written guidance, including by
4 restricting access to this information and by marking it confidential, and such information
5 derives independent economic value from its secrecy.

6 13. Amazon keeps a record of each 3P seller's suspension and reinstatement
7 activity (and other related information about the merchant's account and product listings)
8 in a running log of annotations, referred to herein as an "annotation history." Annotation
9 histories may reflect confidential complaints from other 3P sellers and/or customers,
10 details of Amazon's internal investigation regarding the relevant 3P account, a record of
11 account or product suspensions, and a record of account or product reinstatements.
12 Amazon does not make annotation histories available to 3P sellers, and otherwise
13 restricts access to those annotation histories to the employees and contractors whose roles
14 and responsibilities include the regulation of the Amazon Marketplace.

15 14. The Amazon employees, contractors, and computers that play a role in the
16 processes described in this section are located in the Western District of Washington and
17 elsewhere.

18 **B. THE DEFENDANTS**

19 15. EPHRAIM ROSENBERG ("ROSENBERG"), also known as ("aka") "Ed
20 Rosenberg," is a resident of Brooklyn, New York, and the owner of Effyzaz, Inc.
21 ("Effyzaz"), a New York company. ROSENBERG purports to provide fee-based
22 consulting expertise to 3P sellers, including through a service named "Amazon Sellers
23 Group TG" ("ASGTG"). In addition to providing individualized consulting to 3P sellers,
24 ROSENBERG hosts an annual 3P seller conference in Brooklyn, provides informational
25 digital videos about 3P sales through an account on the video-sharing website
26 www.youtube.com, and hosts interactive 3P consulting webinars.

27 16. JOSEPH NILSEN ("NILSEN") is a resident of New York, New York, and
28 is the founder and Chief Executive Officer ("CEO") of Digital Checkmate, Inc. ("Digital

Checkmate”), a New York company. NILSEN purports to provide fee-based consulting expertise to 3P sellers, including by advising 3P sellers regarding their online product offerings on the Amazon Marketplace, providing competitive intelligence to 3P sellers, devising marketing campaigns for 3P sellers, and assisting and/or representing 3P sellers in connection with the suspension of their accounts and product listings. NILSEN also has made sales on the Amazon Marketplace through numerous 3P accounts in his name, the names of others, and dozens of aliases that he uses in order to conceal his identity and his association with the 3P accounts from Amazon.

17. HADIS NUHANOVIC (“NUHANOVIC”) is a resident of Acworth, Georgia, and is the owner of Buddibox, LLC (“Buddibox”), a Georgia company. NUHANOVIC operated a 3P account under the name “Buddibox” between in or around October 2013 and in or around August 2018, when Amazon suspended the account for fraud. Since August 2018, NUHANOVIC has continued to operate 3P accounts under various aliases that he uses in order to conceal his identity and his association with the 3P accounts from Amazon. NUHANOVIC also offers fee-based consulting services to other 3P sellers.

18. KRISTEN LECCESE (“LECCESE”) is a resident of New York, New York, and marketed herself as the Vice President of Digital Checkmate. In conjunction with NILSEN, NUHANOVIC, and others, LECCESE assisted in providing consulting services and also has operated numerous 3P accounts on the Amazon Marketplace.

19. ROHIT KADIMISSETTY (“KADIMISSETTY”) is a resident of Northridge, California. Between in or around September 2014 and in or around December 2015, KADIMISSETTY worked as an Amazon Seller Support Associate in Hyderabad, India. Since in or about January 2017, KADIMISSETTY has lived in California and provided consulting services for 3P sellers.

20. NISHAD KUNJU (“KUNJU”), aka “Tina” and “Jonathan Li,” is a resident of Hyderabad, India. Until his termination in or around August 2018, KUNJU worked as an Amazon Seller Support Associate in Hyderabad, India. In this position, before his

1 termination in or about August 2018, KUNJU helped manage the operation of the
 2 Amazon Marketplace, and was granted restricted access to tools and files on the Amazon
 3 network relevant to his roles and responsibilities. Such access privileges enabled him to
 4 review and download internal Amazon SOPs and Wikis, review and download data
 5 regarding 3P sellers and products, enforce suspensions against 3P sellers and products,
 6 and reverse certain enforcement actions. After his August 2018 termination, KUNJU
 7 performed fee-based consulting for 3P sellers, including through NILSEN,
 8 NUHANOVIC, and others known and unknown to the Grand Jury.

9 **COUNT 1**
 10 **(Conspiracy)**

11 21. The allegations contained in Paragraphs 1 through 20 of this Indictment are
 12 re-alleged and incorporated as if fully set forth herein.

13 **A. THE OFFENSE**

14 22. Beginning at a date unknown, but no later than July 2017, and continuing
 15 through September 2020, at Seattle, within the Western District of Washington, and
 16 elsewhere, the defendants, EPHRAIM ROSENBERG, JOSEPH NILSEN, HADIS
 17 NUHANOVIC, KRISTEN LECCESE, ROHIT KADIMISETTY, and NISHAD KUNJU,
 18 and others known and unknown to the Grand Jury, did knowingly and intentionally
 19 combine, conspire, confederate, and agree together to commit offenses against the United
 20 States, to wit:

21 a. to use a facility in interstate and foreign commerce, namely, the
 22 wires, with the intent to promote, manage, establish, carry on and facilitate the
 23 promotion, management, establishment, and carrying on of an unlawful activity, that is,
 24 Commercial Bribery, in violation of New York Penal Code Section 180.03, and California
 25 Penal Code § 641.3, in violation of Title 18, United States Code, Section 1952(a)(3)(A);
 26 and,

27 b. to intentionally access a computer without authorization, and exceed
 28 authorized access to a computer, and aid and abet the same, and thereby obtain

1 information from a protected computer, for purposes of commercial advantage or private
2 financial gain, and to obtain information with a value that exceeds \$5,000, in violation of
3 Title 18, United States Code, Sections 1030(a)(2)(C) and (c)(2)(B)(i) and (iii).

4 **B. OBJECTS OF THE CONSPIRACY**

5 23. It was an objective of the conspiracy to provide 3P sellers with an
6 illegitimate competitive advantage on the Amazon Marketplace, and to benefit those 3P
7 sellers' financially, by gaining unauthorized access to the systems, processes, and
8 information that regulate the Amazon Marketplace, and using that access baselessly and
9 fraudulently to benefit certain 3P accounts and product listings and to harm other 3P
10 accounts and product listings.

11 24. It was an objective of the conspiracy to enhance the marketability and
12 financial success of consulting operations to 3P sellers that relied on recruiting Amazon
13 insiders, providing bribes and promises of bribes to those insiders, and obtaining benefits
14 from those insiders in exchange for bribes and the promise of bribes.

15 25. It was an objective of the conspiracy to conceal, protect, and perpetuate the
16 commercial success of 3P sellers and consultants who relied on commercial bribery and
17 unauthorized access to Amazon's protected computer network.

18 **C. MANNER AND MEANS OF THE CONSPIRACY**

19 26. The manner and means used to accomplish the conspiracy included the
20 following:

21 a. It was part of the conspiracy that the Defendants, and others known
22 and unknown to the Grand Jury, collaborated to provide fee-based consulting services to
23 3P sellers.

24 b. It was part of the conspiracy that the Defendants, and others known
25 and unknown to the Grand Jury, recruited Amazon employees and contractors to accept
26 bribes. It was further part of the conspiracy that such recruitment relied on information
27 that other Amazon insiders misappropriated from Amazon's protected computer network
28 regarding employees' and contractors' identities, roles, and contact information. It was

1 further part of the conspiracy that such recruitment targeted employees and contractors
2 with roles, responsibilities, knowledge, and access privileges that would be commercially
3 valuable to the consultants and the consultants' 3P clients, including access to computer
4 systems, tools, processes, and information on Amazon's protected computer network that
5 could help secure an unfair competitive advantage over other 3P sellers.

6 c. It was part of the conspiracy that, in exchange for bribes and the
7 promise of bribes, Amazon insiders provided the Defendants, and others known and
8 unknown to the Grand Jury, with unauthorized access to Amazon protected computers
9 and Amazon files, systems, servers, and computer networks, all of which were used in
10 and affecting interstate or foreign commerce or communication.

11 d. It was part of the conspiracy that defendants employed a variety of
12 methods designed to conceal their communications, identity, and participation in the
13 scheme. Such techniques included, but were not limited to, (i) using encrypted
14 messaging platforms, such as WhatsApp, WeChat, Signal, and Telegram; (ii) creating
15 email and other accounts, using aliases, for limited use between compartmentalized
16 participants in the scheme; (iii) using shared cloud-based documents and file storage
17 services; and (iv) communicating through draft and unsent email messages to avoid the
18 transmission of emails that could be traced by law-enforcement agents.

19 e. It was part of the conspiracy that, without Amazon's knowledge or
20 consent, the Defendants, and others known and unknown to the Grand Jury, paid, and
21 offered to pay, bribes to Amazon employees for the purpose of influencing their conduct
22 in relation to their employment, specifically, in order to benefit 3P accounts operated by
23 the members of the conspiracy and their clients, and to cause harm to Amazon.

24 f. It was part of the conspiracy that the Defendants, and others known
25 and unknown to the Grand Jury, transmitted, routed, and received bribes using various
26 means, including but not limited to bulk cash transfers, personal and cashier's checks,
27 standard bank wires, payment processing services like Payoneer, and online remittance
28 and transfer services, such as PayPal, Remitly, Xoom, Transfast, and MoneyGram.

1 g. It was part of the conspiracy that the Defendants, and others known
2 and unknown to the Grand Jury, used aliases, apparently unrelated intermediaries, and
3 false and fraudulent identifiers and information in order to conceal the transmission,
4 routing, and receipt of bribes. Such concealment included, but was not limited to,
5 ROSENBERG's use of a PayPal account registered under the name "Tom Landry,"
6 NUHANOVIC's use of a PayPal account under the name "Vinara," registered under his
7 wife's name, and the Amazon insiders' use of Remitly, MoneyGram, and bank accounts
8 registered under the names of their associates and family members.

9 h. It was part of the conspiracy that, in exchange for bribes and the
10 promise of bribes, Amazon insiders provided the Defendants, and others known and
11 unknown to the Grand Jury, with access devices, including the insiders' credentials and
12 network access privileges, which could be and were indeed used to gain unauthorized
13 access to Amazon protected computers.

14 i. It part of the conspiracy that the Defendants marketed to 3P sellers
15 and other consultants their access to Amazon insiders.

16 j. It was part of the conspiracy that the Defendants referred 3P sellers
17 to each other, to other consultants, to other 3P sellers, and to Amazon insiders, such that
18 the Defendants were mutually interdependent upon each other for continued commercial
19 success.

20 k. It was part of the conspiracy that, in exchange for bribes and the
21 promise of bribes, Amazon insiders provided consultants and 3P sellers, including the
22 Defendants, with confidential information taken from Amazon's protected computers.
23 The information obtained through these acts of misappropriation included, but was not
24 limited to:

25 i. SOPs, Wikis, and information regarding Amazon's internal
26 algorithms, systems, and teams;

27 ii. client 3P account information, including annotations,
28 performance reports, and pending enforcement actions;

1 iii. competitor 3P account information, including the identity and
2 personal identifiers of account owners and operators, performance data, and disciplinary
3 history;

4 iv. customer information, including identifying and contact
5 information for consumers/buyers and restricted data regarding customer reviews and
6 complaints on particular 3P accounts;

7 v. employee information, including contact information and
8 organizational charts for particular groups or teams within Amazon;

9 vi. enforcement actions and other measures taken by Amazon to
10 regulate and remediate the Amazon Marketplace; and,

11 vii. suppliers, inventory, sales prices, revenues, profit margins,
12 advertising reports, and other records and information about particular goods and product
13 listings on the Amazon Marketplace, including copies of legitimate invoices from *bona*
14 *fide* suppliers submitted by other 3P sellers in relation to restricted categories.

15 l. It was part of the conspiracy that, in exchange for bribes and the
16 promise of bribes, Amazon insiders agreed to facilitate the baseless and fraudulent
17 reinstatement of 3P seller accounts and product listings, including by:

18 i. Sending one or more commands through Amazon's internal
19 computer network (in a process the conspirators called "flick[ing] the switch"), which
20 resulted in the reinstatement of 3P accounts and product listings, and enabled those 3P
21 accounts and product listings immediately to resume sales on the Amazon Marketplace.

22 ii. Entering false and fraudulent notes and annotations in
23 Amazon's internal computer network, which caused other Amazon employees and
24 contractors to conclude that reinstatement was required under Amazon's policies.

25 iii. Assigning affected 3P sellers' plans of action to themselves
26 by instructing the 3P sellers and their representatives to submit plans of action to Amazon
27 at a date and time when an Amazon insider could log into Amazon's computer network
28 and self-assign the project to themselves before any other employee or contractor could

1 do so. Following such self-assignment, Amazon insiders approved the otherwise
2 fraudulent or inadequate plans of action. If their access privileges did not permit them to
3 approve the plans of action, the Amazon insiders held such plans of action in abeyance in
4 an effort to identify other Amazon insiders who were willing to approve the plans of
5 action.

6 iv. Drafting fraudulent plans of action for 3P sellers, which used
7 materially false statements, representations, and omissions, to induce Amazon to reinstate
8 the affected 3P seller accounts and product listings, including by asserting falsely that the
9 3P sellers lacked any knowledge or control of the conduct that had given rise to the
10 underlying suspension and/or that one or more employees or contractors of the 3P sellers
11 had committed that conduct without appropriate authority.

12 m. It was part of the conspiracy that the Defendants, and others known
13 and unknown to the Grand Jury, used bribes, the promise of bribes, misappropriated
14 information from Amazon's protected computer network, and materially false statements,
15 representations, and omissions, to manipulate the reviews that appeared on product
16 listings on the Amazon Marketplace. These acts of review manipulation included:

17 i. Amazon insiders' transmission of commands to Amazon's
18 protected computer network, which resulted in the deletion of negative product reviews
19 from product listings.

20 ii. Using misappropriated information from Amazon's protected
21 computer network regarding consumers' contact information, in order to induce or
22 intimidate consumers to revise or remove negative product reviews.

23 iii. Using misappropriated information from Amazon's protected
24 computer network about the operation of Amazon's review-ranking algorithm to engineer
25 reviews to appear legitimate, when in truth and in fact, they were not legitimate. For
26 instance, the Defendants, and others known and unknown to the Grand Jury, attempted to
27 trick Amazon's review-ranking algorithm into believing that fraudulent product reviews
28 had been posted by *bona fide* purchasers, including by "aging" buyer accounts through a

1 pattern of fictitious product purchases of an extended duration of time, buying products
2 and directing Amazon to sell them to random residential addresses in an effort to make it
3 look like a real purchase had occurred, using other buyer accounts to rate fictitious
4 reviews as “helpful,” and concealing their control over the accounts through the use of
5 digital tools like virtual private networks and virtual machines. Through this process, the
6 Defendants, and others known and unknown to the Grand Jury, caused fictitious positive
7 reviews to appear frequently and prominently in beneficiary 3P sellers’ products listings
8 and caused fictitious negative product reviews to appear frequently and prominently in
9 victim 3P sellers’ product listings.

10 iv. Using misappropriated information from Amazon’s protected
11 computer network, including Amazon’s SOPs, to take action designed to induce Amazon
12 into concluding falsely that victim 3P seller accounts had violated Amazon’s prohibition
13 against review manipulation, resulting in the baseless and fraudulent suspension of those
14 victim 3P sellers. More specifically, the Defendants, and others known and unknown to
15 the Grand Jury, used digital tools fraudulently to make it appear as if accounts controlled
16 by digital devices operating from victim 3P sellers’ offices had posted exceedingly
17 positive product reviews on those victim 3P sellers’ product listings.

18 n. It was part of the conspiracy that the Defendants, and others known
19 and unknown to the Grand Jury, used bribes, the promise of bribes, misappropriated
20 information from Amazon’s protected computer network, and materially false statements,
21 representations, and omissions, to attack 3P seller accounts and their product listings, to
22 gain a competitive advantage and to settle scores.

23 o. It was part of the conspiracy, in exchange for bribes and the promise
24 of bribes, Amazon insiders misappropriated legitimate supplier invoices that 3P sellers
25 submitted to Amazon in furtherance with successful requests to sell restricted product
26 categories on the Amazon Marketplace. It was further part of the conspiracy that, after
27 obtaining these misappropriated legitimate supplier invoices, the Defendants, and others
28 known and unknown to the Grand Jury, altered the invoices to make it appear as if 3P

1 seller accounts that they owned and controlled, and that their clients owned and
2 controlled, were the counterparties to the sales reflected in those invoices. It was further
3 part of the conspiracy that the Defendants, and others known and unknown to the Grand
4 Jury, sent the altered invoices to Amazon in order successfully to defraud Amazon into
5 granting 3P seller accounts approval to make sales in restricted product categories.

6 p. It was part of the conspiracy that, in exchange for bribes and the
7 promise of bribes, Amazon insiders effectively eliminated limits on 3P seller accounts'
8 ability to store hazmat inventory, oversized inventory, and long-term inventory in
9 Amazon's warehouses.

10 q. It was part of the conspiracy that, in exchange for bribes and the
11 promise of bribes, Amazon insiders erased shipping tracking information from Amazon's
12 computer network, which induced Amazon falsely to conclude that it had not returned
13 certain inventory to 3P sellers, and to reimburse those sellers for inventory that Amazon
14 falsely believed had been lost in transit.

15 r. It was part of the conspiracy that defendants concealed the scheme
16 and the underlying conduct, including the use of complicit insiders, from being
17 discovered by Amazon and others.

18 s. It was part of the conspiracy that defendants secured a commercial
19 advantage and private financial gain, both for themselves and for their clients. The value
20 of the information misappropriated through their access to protected Amazon networks
21 far exceeded \$5,000 in any one year period.

22 t. It was part of the conspiracy that defendants caused economic harm to
23 Amazon, to sellers on the Amazon Marketplace, and to consumers who purchased goods
24 from 3P sellers improperly aided through illicit means described herein. The economic
25 impact of the scheme was substantial, estimated in excess of \$100 million. That
26 economic impact consisted of sales earned by products and 3P sellers following their
27 improper reinstatement, financial harm endured by 3P sellers as a result of attacks against
28 them, and costs to Amazon.

1 **D. OVERT ACTS**

2 27. In furtherance of the conspiracy, and to achieve the objects thereof, the
3 defendants, and others known and unknown to the Grand Jury, did commit, and cause to
4 be committed, the following overt acts, within the Western District of Washington and
5 elsewhere.

6 28. Dating back to at least 2017, members of the conspiracy collaborated,
7 conspired, and aided and abetted one another, and others, to provide a variety of services
8 to manipulate the Amazon Marketplace and to confer benefits and advantages to certain
9 3P accounts, through use of insiders and unauthorized access to protected computers and
10 the confidential data and information stored thereon. Such conduct involved, but was not
11 limited to, the following representative acts:

12 a. On or about January 13, 2018, NILSEN sent ROSENBERG an email
13 discussing the cost of certain account suspension reinstatements, which included an
14 amount purportedly for the Amazon insiders plus a surcharge for ROSENBERG and
15 NILSEN. For instance, NILSEN stated: "They want 5.5k for any Jeff B Final Word
16 reinstatement and I am being honest with you which I hope you respect I think it is fair to
17 tack on 1k – so the reinstatements would be 6.5k. Regarding timeframe, they aren't
18 going to commit to any times. They work very fast, though."

19 b. On or about February 5, 2018, NILSEN sent an email to
20 ROSENBERG instructing ROSENBERG to submit a plan of action seeking
21 reinstatement related to a 3P account at a particular time, so that one of NILSEN's "guys"
22 at Amazon could assign the plan of action to himself.

23 c. On or about February 6, 2018, NILSEN sent ROSENBERG an email
24 stating: "Alright... I wouldn't tell your boy that it's going to be reinstated right away so
25 he's not disappointed if my guys has a natural delay ... but between me and you, very
26 good chance response will come back by 12:45A." Later the same date, at approximately
27 12:50 a.m. ET, NILSEN sent ROSENBERG an email stating "It's done." In a
28

1 subsequent email, NILSEN stated, "Let me pay the guy first thing tomorrow – let it reach
2 him – and then run more accounts by him."

3 d. On or about February 6, 2018, a bank account registered to
4 ROSENBERG's company Effyzaz wired \$9,730 to a bank account registered to
5 NILSEN's company Digital Checkmate.

6 e. On or about February 14, 2018, ROSENBERG sent NILSEN an
7 email stating that ROSENBERG's accumulated tab with NILSEN was "7700 total,"
8 which included "1200" for "fruit," a term ROSENBERG used to describe annotation
9 histories misappropriated from Amazon's network, and additional amounts for other
10 services, such as the fraudulent increases in hazmat storage limits for a 3P account.

11 f. On or about February 15, 2018, ROSENBERG sent NILSEN and
12 LECCESE a suitcase containing approximately \$8,000 in cash, through the ride-sharing
13 application Uber.

14 g. On or about March 5, 2018, ROSENBERG sent NILSEN an email
15 requesting the alteration of internal Amazon records for a 3P account, stating: "is there a
16 way to have this case deleted 4910461581?" NILSEN responded to ROSENBERG by
17 email affirmatively, stating: "They will make this go away – case w/ associated email
18 will be gone from case log. 2k confirmed right they are about to handle it."

19 h. On or about March 22, 2018, NILSEN sent ROSENBERG an email
20 stating that the task of resetting a 3P account's hazmat storage quotas "will be done in 15
21 minutes – one of the guys with the tool starts at 1 est he'll bang it out as soon as he gets
22 in."

23 i. On or about June 26, 2018, NILSEN sent an email to ROSENBERG
24 bearing the subject line "Two-Fer Tuesdays – Exclusive Deal for Mr. Ed Rosenberg." In
25 the email, NILSEN explained that "a bunch of friends" were covering for others in a
26 particular Amazon department and would be able to expedite certain suspension
27 reinstatements. NILSEN described the opportunity as follows: "This is like a lightning
28

1 deal on crack. . . To be clear, this is Kobe laying it up and Shaque [*sic*] coming in to
2 crush the backboard. If approved, all cases will be slammed [*sic*] dunk.”

3 j. On or about November 2, 2018, another consultant, also based in
4 New York, with whom the defendants frequently collaborated (“Consultant-1”), sent
5 NILSEN a WhatsApp message requesting the “customer contact info for 500 ppl that left
6 negative reviews” on a particular 3P account listing, noting “he is willing to pay big
7 bucks. You interested in it ?” Consultant-1 further shared a link to the 3P seller’s product
8 listing and explained that the requested confidential Amazon customer information would
9 be used by the 3P account operator to attempt to “remove negative reviews.”

10 k. On or about November 14, 2018, Consultant-1 sent NILSEN a
11 WhatsApp message requesting internal Amazon information regarding a particular
12 product listing suspended by Amazon as an “unapproved medical device.” In response,
13 NILSEN sent multiple photographs of a computer monitor displaying internal Amazon
14 files regarding the particular suspension action.

15 **Examples of Misappropriation of Internal Files and Information**

16 29. In furtherance of the course of this conspiracy, members of the conspiracy
17 misappropriated, shared, and disseminated internal confidential and propriety records and
18 information from protected computers on Amazon networks. This misappropriation,
19 through unauthorized access to Amazon’s protected computers, involved, but was not
20 limited to, the following representative acts:

21 a. On or about February 4, 2019, an Amazon insider logged into
22 Amazon’s confidential internal Wiki database under his Amazon username. The insider
23 downloaded an HTML page from Amazon’s confidential internal Wiki database. The
24 document, which was marked “Amazon Confidential,” described an internal Amazon
25 algorithm and formula to determine how product reviews are placed vis-à-vis other
26 product reviews. Later the same date, the insider sent an email to NILSEN and KUNJU
27 attaching the misappropriated Wiki page, along with other confidential internal files
28 misappropriated from Amazon’s computer network.

1 b. On or about February 4, 2019, NILSEN sent an email to a 3P seller
 2 for whom the defendants provided repeated services (“Client-2”) attaching a PDF file
 3 containing the misappropriated data that the Amazon insider had sent to NILSEN and
 4 KUNJU earlier that same day. NILSEN’s email to Client-2 bore the subject line “Please
 5 do not give to the cool kids/made men – they do not deserve this.” The stolen Amazon
 6 information was contained in an attachment bearing the file name “Soccer Schedule.pdf.”
 7 Later the same date, Client-2 sent NILSEN a Facebook message, stating: “You are a
 8 freaking magician. Will you please coach my kids soccer team?”

9 c. On or about February 21, 2019, NILSEN emailed ROSENBERG a
 10 hyperlink to an encrypted PDF containing the misappropriated data that an Amazon
 11 insider emailed to NILSEN earlier that day. ROSENBERG responded to NILSEN,
 12 stating: “wow – cool” and “how much I owe you?” NILSEN responded, stating “they are
 13 doing 175 per ... 350.”

14 d. On or about February 21, 2019, ROSENBERG sent \$350 to
 15 NILSEN over the online payment service, PayPal.

16 e. On or about February 23, 2019, a Remitly account registered to
 17 LECCESE transferred \$2,500 to an India bank account registered to a third-party, which
 18 included amounts payable to the Amazon insider. In a WhatsApp chat, NILSEN and
 19 LECCESE discussed sending funds to a “soldier” through this bank account. LECCESE
 20 agreed to execute the transfer.

21 Examples of Reinstatements

22 30. **Client-1:** On multiple occasions, members of the conspiracy collaborated
 23 on reinstatements, attacks, and other services for a 3P seller (“Client-1”). For instance, in
 24 June 2018, members of the conspiracy obtained the reinstatement of Client-1’s account,
 25 which had been suspended for review manipulation. This reinstatement involved, but
 26 was not limited to, the following representative acts:

27 a. On or about June 6, 2018, an insider sent NUHANOVIC a
 28 WhatsApp message conveying internal Amazon information and documents regarding

1 Amazon's enforcement actions. Later, on or about June 13, 2018, NUHANOVIC sent
2 \$3,700 to that insider through MoneyGram.

3 b. On or about June 9, 2018, NILSEN sent KUNJU a WhatsApp
4 message agreeing to pay KUNJU "2/3" of the fee paid by Client-1 for the reinstatement
5 of its suspended 3P account. The following day, KUNJU confirmed that he "pinged
6 someone [about Client-1's reinstatement] bro.. he said he's looking into it."

7 c. On or about June 12, 2018, Client-1 submitted to Amazon a plan of
8 action containing knowingly false and fraudulent representations, which NILSEN,
9 NUHANOVIC, LECCESE, KUNJU, and others, prepared on its behalf. Among other
10 things, the plan of action represented that the 3P account had utilized a "third-party early
11 reviewer program" that caused the violation of Amazon policies.

12 d. On or about June 25, 2018, KUNJU sent a WhatsApp message to
13 NILSEN regarding Client-1, stating: "I'll get that done today bro ... Today people shud
14 be online." Later the same date, Amazon reinstated Client-1's 3P account.

15 31. In early December 2018, Amazon suspended Client-1's 3P account again
16 for suspected account manipulation. In December 2018 and January 2019, members of
17 the conspiracy collaborated to obtain the reinstatement of Client-1's 3P seller account,
18 once again using illicit means. Client-1 agreed to pay, and did pay, the defendants a total
19 of \$200,000, in exchange for successful account reinstatement. In order to achieve the
20 reinstatement, the defendants accessed and obtained internal information about Amazon's
21 suspension determination regarding Client-1 and, using such information, advised and
22 assisted Client-1 in preparing reinstatement requests (plans of action), which included
23 materially false statements. Through Amazon insiders, the defendants tracked and
24 managed the progress of Client-1's appeal. This reinstatement involved, but was not
25 limited to, the following representative acts:

26 a. On or about December 9, 2018, KUNJU sent NILSEN a WhatsApp
27 message conveying information about Client-1's account, including account annotations,
28 that an insider had misappropriated from Amazon's protected network.

1 b. On or about December 10, 2018, NILSEN emailed NUHANOVIC a
2 draft plan of action prepared on Client-1's behalf, which contained knowingly false
3 statements. NILSEN and NUHANOVIC further discussed aspects of the plan of action
4 that were "made up." Later the same day, NUHANOVIC and Client-1's principal
5 discussed payment of \$200,000 in exchange for the successful reinstatement of Client-1's
6 account. For instance, Client-1's principal stated to NUHANOVIC in a WeChat
7 message: "Tell them, we will do 200k."

8 c. On or about December 18, 2018, NILSEN and NUHANOVIC
9 discussed over WhatsApp the status of Client-1's reinstatement. For instance, NILSEN
10 explained that one of his contacts had "tucked it [the pending plan of action] away" until
11 they could "find the right person to reinstate" the account.

12 d. On or about December 28, 2018, NILSEN and representatives of
13 Client-1 participated in a teleconference with members of Amazon's seller support team
14 in Seattle, Washington, regarding Client-1's suspension.

15 e. On or about January 8, 2019, ROSENBERG contacted one or more
16 Amazon employees regarding Client-1's suspension. For instance, in an email sent to an
17 Amazon employee located in Seattle, Washington, ROSENBERG included various
18 representations regarding Client-1 and a link to a video, which he created, of Client-1's
19 representative, which contained false statements.

20 f. On or about January 9, 2019, NILSEN informed a representative of
21 Client-1 that Client-1's account would be reinstated, stating, among other things: "Please
22 don't tell people this ... Your account manager or somebody hears that you knew that
23 you were getting reinstated and she could really screw you." Later that same day,
24 Amazon reinstated Client-1's 3P account.

25 g. On or about January 9, 2019, Client-1's agent sent NILSEN a
26 WeChat message stating: "rather transfer not happening in usa," "better in Hongkong or
27 India. U know what I mean. Cash is too much very risky move too."
28

1 h. On or about January 9, 2019, a bank account registered to Client-1
 2 wired \$55,000 to a bank account registered to NUHANOVIC. Later the same date, the
 3 bank account registered to NUHANOVIC transferred \$55,000 to a bank account
 4 registered to ROSENBERG's company, Effyzaz.

5 i. On or about January 11, 2019, NILSEN and NUHANOVIC
 6 discussed Client-1's reinstatement over WhatsApp, with NILSEN stating "That account
 7 was fucked beyond fucked ... does he know how lucky he is that his Asian partner got in
 8 touch with some guy in atl who got in touch with some guy in ny who got in touch with
 9 some [redacted] out of Brooklyn who got in touch with somebody high up and paid them
 10 off to save his account."

11 j. On or about January 12, 2019, a Hong Kong bank account controlled
 12 by Client-1 wired \$145,000 to a Hong Kong bank account controlled by NUHANOVIC's
 13 associate.

14 k. On or about January 18, 2019, a Hong Kong bank account controlled
 15 by NUHANOVIC's associate made two fund transfers, namely, (i) \$71,460 to a bank
 16 account registered to NUHANOVIC's company, Buddibox, and (ii) \$71,460 to a bank
 17 account registered to NILSEN's company, Digital Checkmate.

18 l. On or about January 18, 2019, a Remitly account registered to
 19 LECCESE transferred \$2,900 to an India bank account registered to KUNJU.

20 **32. Client-2:** On multiple occasions, members of the conspiracy collaborated
 21 on reinstatements and other services for a 3P seller (Client-2), whose seller accounts had
 22 been suspended for various violations of Amazon policies. These reinstatements
 23 involved, but was not limited to, the following representative acts:

24 a. On or about July 28, 2018, Client-2 sent a Facebook message to
 25 NILSEN regarding Amazon's suspension of a dietary-supplement product on Client-2's
 26 primary 3P seller account for product compliance reasons.

27 b. On or about July 29, 2018, KUNJU sent NILSEN a WhatsApp
 28 messaging confirming that he would assist with reinstatement, stating "I am in bro. Let's

1 make some money.” Later the same date, KUNJU sent a command from his Amazon
 2 workstation to Amazon’s protected computer network, which resulted in the
 3 reinstatement of Client-2’s 3P account’s suspended product listing.

4 c. On or about February 24, 2019, Client-2 sent NILSEN a Facebook
 5 message, stating “Another urgent situation ☹. My BEST SELLER just went down.”
 6 Later the same date, NILSEN responded “reinstated bro,” attaching a screenshot of a chat
 7 between NILSEN and an insider, which contained a photograph of a computer logged
 8 into Amazon’s protected computer network.

9 d. On or about February 24, 2019, Client-2 sent NILSEN a Facebook
 10 message, stating: “Wowow. That was a record. PayPal address please ☺ I would like
 11 to tip, please tell me appropriate amount. I think it’s only right.” NILSEN responded to
 12 Client-2, stating: “I have to pay this guy \$500.”

13 e. On or about February 24, 2019, Client-2 sent \$500 to NILSEN over
 14 the online payment service, PayPal.

15 **33. Client-3:** On multiple occasions, members of the conspiracy collaborated
 16 on reinstatements and other services related to a 3P seller (“Client-3”), who was referred
 17 to NILSEN by Client-2. These services involved, but were not limited to, the following
 18 representative acts:

19 a. On or about March 10, 2019, Client-2 contacted NILSEN over
 20 Facebook about assisting Client-3 with a product listing suspended by Amazon for
 21 suspected fraud. Later that same date, NILSEN responded with internal information,
 22 obtained from an insider, about Client-3’s 3P account and the suspension action from an
 23 insider, confirming that “soldiers” were assisting and further stating: “[s]trong blocked ...
 24 sucks ... one of them said they need 5 minutes and they will be able to either reinstate it
 25 or let me know that it will take 2-3 days.” Later the same date, NILSEN sent Client-2 a
 26 Facebook message containing photographs of Client-3’s reinstated 3P account and
 27 account information from Amazon’s internal systems, along with the note: “Done
 28 bro...reinstated...bammmmmm.”

1 b. On or about March 11, 2019, Client-3 sent NILSEN a Facebook
2 message expressing appreciation for the product listing reinstatement and discussing
3 future business together.

4 c. On or about May 22, 2019, Client-3 sent NILSEN a message over
5 Facebook requesting assistance in the suspension of a product listing on his 3P account
6 because of customer complaints, stating: “our top seller our collagen was removed from
7 our store, it’s live under our second account so we didn’t know what the hell was going
8 on.”

9 d. On or about May 23, 2019, NILSEN sent Client-3 a Facebook
10 message about the suspension after consulting with an Amazon insider addressing the
11 need for payment. For instance, NILSEN stated: “what he is saying when he says ‘it’s
12 risky’ is ‘This case is too reckless for me to resolved [sic] without getting paid.’ Just
13 being straight up with you – my advice – offer him funds & have him resolve it.”

14 e. On or about May 23, 2019, an insider sent a command from his
15 Amazon workstation, resulting in the reinstatement of Client-3’s suspended product
16 listing. Later the same date, NILSEN sent a Facebook message to Client-3 requesting
17 payment of \$1,000 for the reinstatement.

18 f. On or about May 23, 2019, Client-3 wired \$1,000 to a bank account
19 registered to NILSEN’s company, Digital Checkmate.

20 g. On or about May 24, 2019, KUNJU sent multiple separate wire
21 transfers to the insider.

22 h. On or about May 25, 2019, KUNJU sent NILSEN a WhatsApp
23 message stating: “Were u able to send those funds back? ... Soldier wanted funds so I
24 gave to him. He thought the last 2k was received.” On the same date, a Remitly account
25 registered to LECCESE attempted to transfer \$1,000 to an India bank account registered
26 to KUNJU.

27 **34. Client-4:** On multiple occasions, members of the conspiracy collaborated
28 on reinstatements, attacks, and other services for a 3P seller account (“Client-4”). For

1 instance, in January 2019, they collaborated on a reinstatement of Client-4's product
 2 listing, which Amazon had suspended based on product safety concerns. This
 3 reinstatement involved, but was not limited to, the following representative acts:

4 a. On or about January 7, 2019, Consultant-1 sent NILSEN a
 5 WhatsApp message about assisting in the reinstatement of Client-4's product listing, a
 6 hair straightener suspended for product safety issues, inquiring whether NILSEN had
 7 "someone that can flip the switch" on the suspended product. Later the same date,
 8 NILSEN sent a WhatsApp message to KUNJU asking him to "look into" Client-4's
 9 product suspended for a "[s]afety warning or some shit." KUNJU responded
 10 affirmatively, stating: "Whatever it is we will get it sorted."

11 b. On or about January 14, 2019, KUNJU informed NILSEN over
 12 WhatsApp that an insider had reinstated the suspended product.

13 c. On or about January 15, 2019, Consultant-1, through his company's
 14 account, issued approximately 13 separate checks in varying amounts, totaling over
 15 \$2,000, to NILSEN's company Digital Checkmate.

16 d. On or about January 18, 2019, and on January 26, 2019, a Remitly
 17 account registered to LECCESE transferred \$2,900 and \$2,800, respectively, to an India
 18 bank account registered to KUNJU.

19 e. On or about February 1, 2019, and on or about February 2, 2019,
 20 KUNJU made multiple wire transfers to the insider.

21 Examples of Account Sabotage and Attacks

22 35. **Victim-1:** At the request of their client, Client-1, members of the
 23 conspiracy collaborated on multiple attacks on a competing 3P seller ("Victim-1") on the
 24 Amazon Marketplace. For instance, in June 2018, Client-1 offered to pay \$35,000 in
 25 cash to "wipe out" Victim-1's 3P account. Through illicit conduct, members of the
 26 conspiracy induced Amazon to suspend Victim-1's seller account, thus depriving
 27 Victim-1 of revenue, for a period of approximately a week. This attack involved, but was
 28 not limited to, the following representative acts:

1 a. On or about June 5, 2018, Client-1 asked NUHANOVIC to
 2 coordinate an attack against Victim-1, a 3P seller that competed against Client-1 on the
 3 Amazon Marketplace. NUHANOVIC later requested and obtained through an Amazon
 4 insider confidential information about Victim-1 misappropriated from Amazon's
 5 protected computer network.

6 b. On or about June 11, 2018, NILSEN, directly or indirectly,
 7 registered the internet domain name "globebrandlawgroup.com." The same date,
 8 NILSEN and KUNJU discussed in WhatsApp messages the coordinated plan to "wipe
 9 out" Victim-1's 3P account.

10 c. On or about June 13, 2018, NILSEN submitted a complaint to
 11 Amazon, in which he posed as a purported member of the "Globe Brand Law Group" and
 12 provided the email address BChambers@globebrandlaw.group. In the complaint,
 13 NILSEN alleged that Victim-1 had infringed upon intellectual property rights licensed to
 14 "Globe Brand Law Group" by a multinational technology provider. Later that same date,
 15 Amazon suspended Victim-1's 3P account.

16 **36. Victim-2:** In December 2018, members of the conspiracy collaborated on
 17 and executed an attack on a 3P seller ("Victim-2"), at the request of Consultant-1.
 18 According to Consultant-1, Victim-2 was a client that had failed to pay for Consultant-1's
 19 services, and Consultant-1 wanted to send Victim-2 and other clients a clear message.
 20 NILSEN defaced Victim-2's seller page with vulgar images, effectively incapacitating it
 21 on the Amazon Marketplace. This attack involved, but was not limited to, the following
 22 representative acts:

23 a. On or about December 27, 2018, Consultant-1 sent NILSEN a
 24 WhatsApp message with the Amazon merchant identification number for Victim-2, along
 25 with the note "hey got a client refusing to pay can you push masks up on the main images
 26 there?" The reference to "masks" alluded to prior defacement attacks involving images
 27 of the Guy Fawkes mask.

1 b. On or about December 30, 2018, NILSEN and KUNJU
2 communicated and collaborated over WhatsApp about the planned attack on Victim-2,
3 including regarding what replacement images to use.

4 c. On or about December 31, 2018, NILSEN, directly or indirectly,
5 uploaded a “flat file” to Amazon’s protected computer network, resulting in the
6 modification of Victim-2’s product listing to replace the product images with lewd
7 images, including a smiley face with a raised middle finger, displayed above.

8 d. On or about December 31, 2018, NILSEN sent Consultant-1 a
9 WhatsApp message, stating: “Who’s got your back? *NO PAY – NO PLAY* I left him
10 one ASIN as a nice F U,” along with a screenshot of Victim-2’s defaced product listing.
11 Consultant-1 responded, “damn this guy is freaking out. I keep on telling him there is
12 nothing i can do this is the collection agency.”

13 e. On or about December 31, 2018, NILSEN sent KUNJU a WhatsApp
14 message requesting that an Amazon insider restore Victim-2’s account to its original
15 form, which KUNJU agreed to accomplish once the “soldier” was available.

16 **37. Victim-3:** At the request of Client-4, members of the conspiracy
17 collaborated on one or more attacks on a competing 3P seller (“Victim-3”) on the
18 Amazon Marketplace. For instance, from in or about December 2018 through at least
19 February 2019, defendants employed a variety of techniques, including use of internal
20 Amazon information, to successfully obtain the suspension of multiple product listings
21 and in an effort to takedown Victim-3’s account entirely. Consultant-1, on behalf of
22 Client-4, and NILSEN arranged the attack on Victim-3. The attack involved, but was not
23 limited to, the following representative acts:

24 a. On or about December 19, 2018, an Amazon insider emailed
25 KUNJU and NILSEN internal information regarding Victim-3’s account obtained from
26 Amazon’s protected computer network. Later the same date, NILSEN sent the
27 information regarding VICTIM-3 received from the Amazon insider to Consultant-1 over
28 WhatsApp.

b. On or about December 26, 2018, a bank account registered to Consultant-1's company wired \$25,000 to a bank account registered to NILSEN's Digital Checkmate bank account.

c. On or about January 31, 2019, NILSEN, LECCESE, and KUNJU joined a WhatsApp group chat named "Takedown," which they used to discuss Victim -3 and the ongoing efforts to attack this 3P account. Among other things, they discussed using sham buyer accounts, registered in others' names or aliases, to purchase goods from Victim-3 and submit negative customer feedback and fraudulent complaints. The participants agreed to initially target particular product listings and considered wording of negative reviews that would trigger a product suspension.

d. On or about February 12, 2019, after Amazon had suspended one or more product listings on Victim-3's 3P account based on reports of fraud, NILSEN and Consultant-1 exchanged WhatsApp messages regarding this suspension and the ongoing attack on Victim-3.

e. On or about February 16, 2019, in a WeChat chat, NILSEN solicited further assistance of another consultant, located outside the United States, with whom the defendants often collaborated ("Consultant-2"), who agreed to assist in the ongoing attack on Victim-3 in exchange for \$5,000. NILSEN later confirmed the \$5,000 fund transfer, attaching a screenshot of the wire receipt.

f. On or about February 21, 2019, NILSEN and Consultant-1 discussed additional product suspensions recently imposed on Victim-3 account.

All in violation of Title 18, United States Code, Section 371.

COUNT 2

(Conspiracy to Commit Wire Fraud)

38. The allegations set forth in Paragraphs 1 through 20 and 27 through 37 of this Indictment are re-alleged and incorporated as if fully set forth herein.

1 **A. THE OFFENSE**

2 39. Beginning at a time unknown, but no later than July 2017, and continuing
3 through September 2020, at Seattle, within the Western District of Washington, and
4 elsewhere, the defendants, EPHRAIM ROSENBERG, JOSEPH NILSEN, HADIS
5 NUHANOVIC, KRISTEN LECCESE, ROHIT KADIMISETTY, and NISHAD KUNJU,
6 and others known and unknown to the Grand Jury, did knowingly and willfully combine,
7 conspire, confederate and agree together to commit an offense against the United States,
8 to wit: to knowingly and willfully devise and execute and attempt to execute, a scheme
9 and artifice to defraud, and for obtaining money and property by means of materially
10 false and fraudulent pretenses, representations, and promises; and in executing and
11 attempting to execute this scheme and artifice, to knowingly cause to be transmitted in
12 interstate and foreign commerce, by means of wire communication, certain signs, signals
13 and sounds as further described below, in violation of Title 18, United States Code,
14 Section 1343.

15 **B. OBJECTS OF THE CONSPIRACY**

16 40. The objects of the conspiracy are set forth in Paragraphs 23 through 25 of
17 this Indictment and are re-alleged and incorporated as if fully set forth herein. The
18 objects of the conspiracy further involved (i) obtaining and depriving Amazon of the
19 confidentiality and exclusive use of information stored on its protected computer
20 network; (ii) obtaining money and property from Amazon through deceit, and
21 (iii) securing money through the sale of goods to customers by 3P accounts benefited by
22 their services, through materially false and fraudulent representations, including
23 manipulated product reviews and reinstated accounts and product listings.

24 **C. MANNER AND MEANS OF THE CONSPIRACY**

25 41. The manner and means used to accomplish the conspiracy are forth in
26 Paragraph 26 of this Indictment and are re-alleged and incorporated as if fully set forth
27 herein. The manner and means used to accomplish the conspiracy further included the
28 following:

1 a. It was part of the conspiracy that defendants, through the use of
2 Amazon insiders, submitted false and fraudulent information to Amazon's protected
3 computer network in order to gain access to and obtain confidential files and information
4 stored on Amazon's protected networks.

5 b. It was part of the conspiracy that defendants, through the use of
6 Amazon insiders, submitted false and fraudulent information onto Amazon's protected
7 networks in order to affect the status and prevalence of 3P accounts on the Amazon
8 Marketplace.

9 c. It was part of the conspiracy that defendants submitted false and
10 fraudulent documents and information, including fake invoices, to Amazon in order to
11 obtain authorization to sell goods in restricted product categories, such as dietary
12 supplements, and thus obtain money through the sale of products on the Amazon
13 Marketplace.

14 d. It was part of the conspiracy that defendants submitted false and
15 fraudulent documents and information to Amazon in order to obtain "brand" protections
16 that allowed 3P sellers to exclude competition and thus obtain money through the sale of
17 products on the Amazon Marketplace.

18 e. It was part of the conspiracy that defendants submitted false and
19 fraudulent documents and information, including plans of action and other material that
20 contained intentional misrepresentations of material fact, in order to appeal suspension
21 actions and to gain reinstatement of a suspended or blocked seller account or product
22 listing and thus obtain money through the sale of products on the Amazon Marketplace.

23 f. It was part of the conspiracy that defendants submitted false and
24 fraudulent customer reviews in order to promote 3P sellers and thus obtain money
25 through the sale of products on the Amazon Marketplace.

26 g. It was part of the conspiracy that defendants submitted false and
27 fraudulent customer reviews in order to undermine competing 3P sellers and thus obtain
28 money through the sale of products on the Amazon Marketplace.

h. It was part of the conspiracy that that defendants, through the use of Amazon insiders, altered shipping and tracking information on Amazon's computer network, which induced Amazon falsely to conclude that it had not returned certain inventory to 3P sellers, and to reimburse those sellers for inventory that Amazon falsely believed had been lost in transit.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 3 – 9
(Wire Fraud)

42. The allegations set forth in Paragraphs 1 through 20 and 27 through 37 of this Indictment are re-alleged and incorporated as if fully set forth herein.

A. THE SCHEME AND ARTIFICE TO DEFRAUD

43. Beginning at a time unknown, but no later than July 2017, and continuing through September 2020, at Seattle, within the Western District of Washington, and elsewhere, the defendants, EPHRAIM ROSENBERG, JOSEPH NILSEN, HADIS NUHANOVIC, KRISTEN LECCESE, ROHIT KADIMISSETTY, and NISHAD KUNJU, and others known and unknown to the Grand Jury, devised and intended to devise a scheme and artifice to defraud and to obtain money and property from Amazon and from customers on the Amazon Marketplace by means of materially false and fraudulent pretenses, representations and promises.

B. MANNER AND MEANS

44. The manner and means of the scheme and artifice to defraud are set forth in Paragraphs 26 and 41 of this Indictment and are re-alleged and incorporated as if fully set forth herein.

C. EXECUTION OF THE SCHEME AND ARTIFICE TO DEFRAUD

45. On or about the dates set forth below, at Seattle, within the Western District of Washington, and elsewhere, the defendants, and others known and unknown to the Grand Jury, having devised a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and

promises, did knowingly transmit and cause to be transmitted writings, signs, signals, pictures, and sounds, for the purpose of executing such scheme, by means of wire communication in interstate and foreign commerce, including the following transmissions, each of which caused the transmission of an electronic signal between the state of Washington and a location outside of the state of Washington, and each of which constitutes a separate count of this Indictment:

Count	Date(s)	Wire Transmission
3	10/2/2017	Transfer of \$753.99, or thereabouts, by KADIMISSETTY, directly or indirectly, via an online money transfer service, headquartered at and operating from Seattle, Washington, to an Amazon insider's bank account outside the United States
4	6/13/2018	Email sent from BChambers@globebrandlaw.group to an Amazon employee within the State of Washington, regarding Victim-1
5	7/29/2018	Transmission of a command from an Amazon computer outside the United States, regarding the reinstatement of a product listing for Client-2
6	12/15/2018	Submission of a plan of action, from outside the State of Washington, to Amazon on behalf of Client-1
7	12/28/2018	Telephone call, involving participants outside the State of Washington and Amazon employees within the State of Washington, regarding the suspension of Client-1's 3P account
8	1/8/2019	Email from ROSENBERG from outside the State of Washington, to an Amazon employee within the State of Washington, regarding the suspension of Client-1's 3P account
9	6/26/2019	Transfer of \$1,000, or thereabouts, by NILSEN and LECCESE, directly or indirectly, via an online money transfer service, headquartered at and operating from Seattle, Washington, to an Amazon insider's bank account outside the United States

All in violation of Title 18, United States Code, Sections 1343 and 2.

FORFEITURE ALLEGATION

46. All of the allegations contained in this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture.

47. Upon conviction of the offense charged in Count 1, each of the relevant defendants shall forfeit to the United States any property that constitutes or is traceable to proceeds the defendant obtained from his commission of the offense, including but not limited to a sum of money reflecting the proceeds the relevant defendant obtained from the offense, as well as any personal property that facilitated the offense. All such property is forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C) (by way of Title 28, United States Code, Section 2461(c)), Title 18, United States Code, Section 982(a)(2)(B), and Title 18, United States Code, Section 1030(i), and includes but is not limited to:

a. approximately \$103,860 in U.S. currency seized from the Defendant Hadis Nuhanovic's residence in Acworth, Georgia on August 19, 2020; and,

b. a sum of money reflecting the proceeds the relevant defendant obtained from the offense.

48. Upon conviction of any of the offenses charged in Counts 2 through 9, the relevant defendant shall forfeit to the United States any property that constitutes or is traceable to proceeds the defendant obtained from his commission of the offense, including but not limited to a sum of money reflecting the proceeds the relevant defendant obtained from the offense. All such property is forfeitable pursuant to Title 18, United States Code, Section 981(a)(1)(C) (by way of Title 28, United States Code, Section 2461(c)), and includes but is not limited to:

a. approximately \$103,860 in U.S. currency seized from the Defendant Hadis Nuhanovic's residence in Acworth, Georgia on August 19, 2020; and,

b. a sum of money reflecting the proceeds the relevant defendant obtained from the offense.

1 **49. Substitute Property.** If any of the property described above, as a result of
2 any act or omission of the relevant defendant:

- 3 a. cannot be located upon the exercise of due diligence;
4 b. has been transferred or sold to, or deposited with, a third party;
5 c. has been placed beyond the jurisdiction of the court;
6 d. has been substantially diminished in value; or,
7 e. has been commingled with other property which cannot be divided
8 without difficulty,

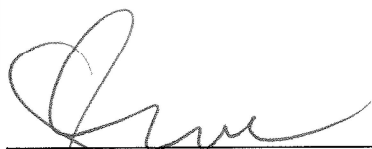
1 it is the intent of the United States to seek the forfeiture of any other property of the
2 defendant, up to the value of the above-described forfeitable property, pursuant to Title
3 21, United States Code, Section 853(p).

4 A TRUE BILL:


5
6 DATED: 9/16/2020

7 *(Signature of Foreperson redacted pursuant to*
8 *the policy of the judicial conference.)*

9 _____
FOREPERSON

10
11 
12 _____
BRIAN T. MORAN

13 United States Attorney

14
15 
16 _____
ANDREW C. FRIEDMAN

17 Assistant United States Attorney

18
19 
20 _____
STEVEN T. MASADA

21 Assistant United States Attorney

22
23 
24 _____
SIDDHARTH VELAMOOR

25 Assistant United States Attorney